

**LOWER SILVER CREEK TRAIL REACH 7 –
SILVERSTONE PLACE**

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, May 28, 2009

Bidder: ESR Construction Inc.

PROPOSAL TO CITY OF SAN JOSE
FOR
LOWER SILVER CREEK TRAIL REACH 7 -
SILVERSTONE PLACE

Name of Bidder: ESR Construction Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on April 24, 2009, entitled LOWER SILVER CREEK TRAIL REACH 6 - SILVERSTONE PLACE and the Specifications approved by the Director of Public Works on April 24, 2009, entitled LOWER SILVER CREEK TRAIL REACH 6 - SILVERSTONE PLACE on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: LOWER SILVER CREEK TRAIL REACH 6 - SILVERSTONE PLACE, being first duly sworn,
deposes and says that he/she is

(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 5/28/09

ESR Const. Inc
Legal Company Name

Corporation
Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 159162109
Expiration Date: 3/31/09
State Contractor Lic. No.: 806964
Classification: AB
Expiration Date: 4/30/2010
Federal I. D. No.: 04-3622237
Address: 725 N. 10th St. Ste. 140
San Jose, CA 95112
Telephone: (408) 280-7228

By: [Signature]
Title: President

NOTARY

On 5/28/09 before me, Karina Paredes, personally appeared
E. Ramans (name and title of officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

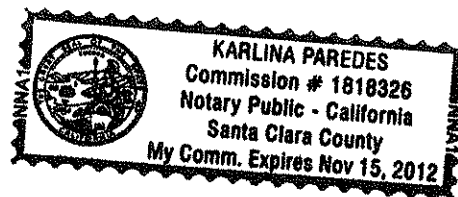
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

Notary Public

(Seal)



RECEIVED
COUNTY CLERK
COUNTY OF SAN DIEGO
JAN 15 2013

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, E. S. R. CONSTRUCTION, INC. as PRINCIPAL,
and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation duly organized under the
laws of the State of Maryland and duly licensed to become sole surety on bonds
required or authorized by the State of California, as SURETY, are held and firmly bound unto the
City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE
TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the
City of San Jose, for the work described below; for the payment of which sum in lawful money of
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents. In no case shall the liability of the
Surety hereunder exceed the sum of Ten Percent of Amount Bid DOLLARS (\$
10% of Bid).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for
certain construction specifically described as follows, for which bids are to be opened in the Office
of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA
95113, on May 28, 2009 for LOWER SILVER CREEK TRAIL REACH 7 – SILVERSTONE
PLACE.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time
and manner required under the specifications, after the prescribed forms are presented to Principal
for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and
files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance
policies with the City, all as required by the specifications and the contract or by law, then the
obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to
be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 26th
day of May, 2009.


PRINCIPAL

SURETY

E. S. R. CONSTRUCTION, INC.
Legal Company Name

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Legal Company Name

Indicate Type of Entity
Corporation

By 
Title: PRESIDENT
ED RATINAS

By Susan E. Barrett
Title: Susan E. Barrett, Attorney-in-Fact

By _____
Title: _____

By _____
Title: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Nip S. PHAM and Susan E. BARRETT, both of Mountain View, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of June, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

William J. Mills

Eric D. Barnes

Assistant Secretary

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 9th day of June, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

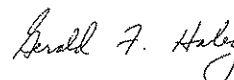
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 26th day of May, 2009.



Assistant Secretary

ACKNOWLEDGMENT

State of California
County of Santa Clara)

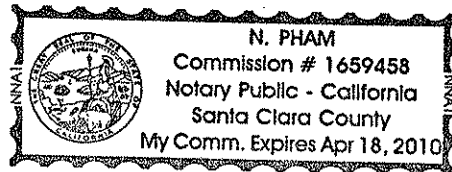
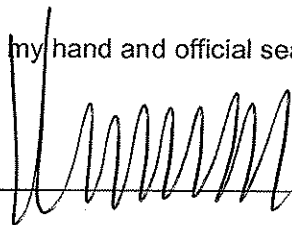
On 5/26/09 before me, N. Pham, Notary Public
(insert name and title of the officer)

personally appeared Susan E. Barrett
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

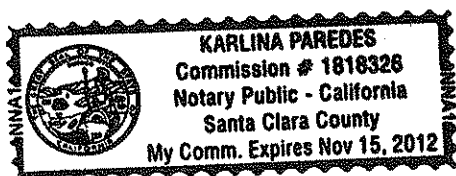
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On 5/28/09 before me, Karlina Paredes, Notary Public

personally appeared Ed Ramon



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karlina Paredes

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

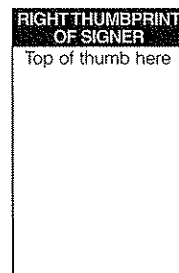
Signer Is Representing: _____

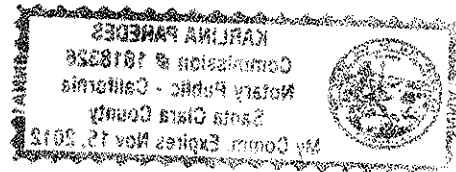


Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____





LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
SRW	San Jose	Sewer
Brown and Fesler	Livermore	Electric
KMA	San Jose	Concrete
Lonestar	San Martin	Landscape

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Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

Attached

STATEMENT OF BIDDER'S EXPERIENCE

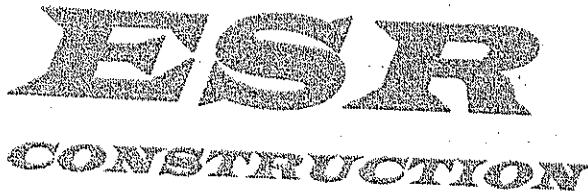
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PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard ruled sheet of paper. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the paper.



725 N. 10TH Street, Suite 140
San Jose, CA 95112
Lic # 806964

PH (408) 280-7228
FAX (408) 280-7256

RECENTLY COMPLETED PROJECTS

Name: Mountain View ADA Three Parks
Owner: City of Mountain View
Owner Contact: Rod Macaraeg
Contract Value: \$167,310.89
Start Date: 12/1/08
Completion Date: 6/1/08

Phone: (650) 903-6508

Name: Columbia Middle School
Owner: Sunnyvale Union School District
Owner Contact: Rob Williams
Contract Value: \$102,698
Start Date: 6/22/07
Completion Date: 8/9/07

Phone: (408) 522-8225

Name: Forest Park Modulares
Owner: Fremont Unified School District
Owner Contact: James Shimizu
Contract Value: \$272,529.49
Start Date: 11/1/07
Completion Date: 5/2/08

Phone: (510) 657-2350

Name: Carson Modulares
Owner: San Jose Unified School District
Owner Contact: Rick Domenici c/o PCM3
Contract Value: \$154,050
Start Date: 7/1/07
Completion Date: 8/1/07

Phone: (408) 973-8059

Name: Playmatting at 3 Sites
Owner: Evergreen Elementary School District
Owner Contact: Sophia Tyra c/o Aedis Architects
Contract Value: \$384,600
Start Date: 6/1/07
Completion Date: 8/1/07

Phone: (408) 264,2000

ESR

CONSTRUCTION

725 N. 10TH Street, Suite 140
San Jose, CA 95112
Lic # 806964

PH (408) 280-7228
FAX (408) 280-7256

Name: Canoas Modulares

Owner: San Jose Unified School District

Owner Contact: Rick Domenici c/o PCM3

Contract Value: \$332,100

Start Date: 7/1/07

Completion Date: 8/1/07

Phone: (408) 973-8059

Name: Quimby Oak Gymnasium

Owner: Evergreen Elementary School District

Owner Contact: Sophia Tyra c/o Aedis Architects

Contract Value: \$2,576,532.29

Start Date: 5/07

Completion Date: 12/07

Phone: (408) 264,2000

Name: Cupertino Portables Northeast

Owner: Cupertino Union School District

Owner Contact: Toby Smith

Contract Value: \$1,045,000

Start Date: 5/07

Completion Date: 12/07

Phone: (408) 252-3000

Name: Cupertino Portables Southwest

Owner: Cupertino Union School District

Owner Contact: Toby Smith

Contract Value: \$812,055

Start Date: 5/07

Completion Date: 12/07

Phone: (408) 252-3000

Name: Terra Nova Gardener Shed

Owner: Jefferson School District

Owner Contact: Cheryl Sanderson

Contract Value: \$352,708

Start Date: 4/07

Completion Date: 9/07

Phone: (650) 550-7900

ESR

CONSTRUCTION

725 N. 10TH Street, Suite 140
San Jose, CA 95112
Lic # 806964

PH (408) 280-7228
FAX (408) 280-7256

Name: District Bus Yard Maintenance
Owner: Jefferson School District
Owner Contact: Cheryl Sanderson
Contract Value: \$417,500
Start Date: 4/07
Completion Date: 9/07

Phone: (650) 550-7900

Name: Discovery Community Gardens
Owner: City of San Jose
Owner Contact: Edwin Garcia
Contract Value: \$221,086
Start Date: 07/07
Completion Date: 10/07

Phone: (408) 535-8350

Name: Washington Modulares
Owner: Fremont Unified School District
Owner Contact: James Shimizu
Contract Value: \$193,259.31
Start Date: 11/1/07
Completion Date: 5/2/08

Phone: (510) 657-2350

Name: Olivera Modulares
Owner: Fremont Unified School District
Owner Contact: James Shimizu
Contract Value: \$359,565
Start Date: 11/1/07
Completion Date: 5/2/08:

Phone: (510) 657-2350

Name: American Modulares
Owner: Fremont Unified School District
Owner Contact: James Shimizu
Contract Value: \$745,800
Start Date: 11/1/07
Completion Date: 5/2/08

Phone: (510) 657-2350

ESR

CONSTRUCTION

725 N. 10TH Street, Suite 140
San Jose, CA 95112
Lic # 806964

PH (408) 280-7228
FAX (408) 280-7256

Name: Don Pedro Gymnasium
Owner: Groveland School District
Owner Contact: Cindy c/o Aspen Street
Contract Value: \$3,242,478
Start Date: 03/07
Completion Date: 02/08

Phone: (209) 736-0882

Name: Tioga Gymnasium
Owner: Groveland School District
Owner Contact: Cindy c/o Aspen Street
Contract Value: \$4,507,997
Start Date: 03/07
Completion Date: 02/08

Phone: (209) 736-0882

Name: Alta Vista and Guadalupe Relocatables and Sitework
Owner: Union School District
Owner Contact: Gail King c/o CMSI
Contract Value: \$682,100
Start Date: July 4, 2006
Completion Date: August 16, 2006

Phone: (408) 515-8573

Name: Williams and Los Alamitos Modular Installation
Owner: San Jose Unified School District
Owner Contact: Rick Domenici c/o PCM3
Contract Value: \$468,011
Start Date: July 4, 2006
Completion Date: August 16, 2006

Phone: (408) 973-8059

Name: Cherry Chase and Sunnyvale Middle School Relocatable Site Work
Owner: Sunnyvale Union School District
Owner Contact: Rob Williams
Contract Value: \$614,200
Start Date: June 13, 2006
Completion Date: August 4, 2006

Phone: (408) 522-8225

ESR

CONSTRUCTION

725 N. 10TH Street, Suite 140
San Jose, CA 95112
Lic # 806964

PH (408) 280-7228
FAX (408) 280-7256

Name: Leland High School Shower and Locker Room
Owner: San Jose Unified School District
Owner Contact: Randy Strawn c/o EMC
Contract Value: \$1,482,500
Start Date: June 1, 2006
Completion Date: August 21, 2007

Phone: (408) 605-7795

Name: Montgomery ES Sitework and Relocatables
Owner: Evergreen Elementary School District
Owner Contact: Sophia Tyra c/o Aedis Architects
Contract Value: \$1,228,023
Start Date: May 18, 2006
Completion Date: August 15, 2006

Phone: (408) 264,2000

Name: Temple and Garvey Intermediate Gymnasiums
Owner: Garvey School District
Owner Contact: Sarah Villoreol
Contract Value: \$4,077,682
Start Date: March 1, 2006
Completion Date: May 2007

Phone: (626) 839-9300

Name: Montgomery Modernization
Owner: Evergreen Elementary School District
Owner Contact: Shelly O'Toole c/o Aedis Architects
Contract Value: \$1,950,559.50
Start Date: June 21, 2005
Completion Date: August 5, 2005

Phone: (408) 264,2000

Name: Foothill Service Shops
Owner: Foothill DeAnza Community College District
Owner Contact: Brenda Visas c/o Gilbane
Contract Value: \$1,241,609
Start Date: July 15, 2005
Completion Date: April 2006

Phone: (650) 949-6909

ESR

CONSTRUCTION

725 N. 10TH Street, Suite 140
San Jose, CA 95112
Lic # 806964

PH (408) 280-7228
FAX (408) 280-7256

Name: Los Gatos Creek Trail Pedestrian Bridge
Owner: City of Campbell
Owner Contact: Zachary Lake
Contract Value: \$548,623.75
Start Date: August 29, 2005
Completion Date: March 11, 2006

Phone: (408) 866-2155

Subject: Lower Silver Creek Trail Reach 7 – Silverstone Place _ Addendum No. 1
May 22, 2009
Page 2

SECTION 10-18 PAY ITEMS

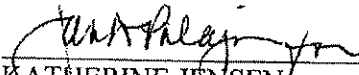
DELETE : Item 3) Payment for WATER POLLUTION PREVENTION PLAN

REPLACE with the following: Item 3) Payment for STORM WATER POLLUTION PREVENTION


INSTRUCTIONS

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal.

APPROVED BY:


KATHERINE JENSEN
Division Manager
City Facilities Architectural Services Division
Department of Public Works

Bidder's Name ESR CONST INC


Signature and Title of Bidder PRESIDENT

5/27/09
Date

KJ:jp:an

Addendum No. 1 _ Lower Silver Creek Trail Reach 7 – Silverstone Place

